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UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Harley-Davidson

In Re:

Meghan J. Young and Ryan L. Young,

Debtors.

Order Filed on November 21, 2018 by Clerk

by Clerk
U.S. Bankruptcy Court
District of New Jersey

Case No.: 18-29298 CMG

Adv. No.:

Hearing Date: 4/5/2017

Judge: Jerrold N. Poslusny, Jr.

ORDER RESOLVING HARLEY-DAVIDSON CREDIT CORPORATION'S OBJECTION TO DEBTOR'S CHAPTER 13 PLAN

The relief set forth on the following pages, numbered two (2) through three (3) is hereby **ORDERED**

DATED: November 21, 2018

Honorable Christine M. Gravelle United States Bankruptcy Judge Page 2

Debtor: Meghan J. Young and Ryan L. Young

Case No.: 18-29298 CMG

Caption: ORDER RESOLVING HARLEY-DAVIDSON CREDIT CORPORATION'S

OBJECTION TO DEBTOR'S CHAPTER 13 PLAN

This matter having been brought before the Court by KML Law Group, P.C., attorneys for Secured Creditor, Harley-Davidson, the holder of a lien on Debtor's vehicle, a 2017 HARLEY-DAVIDSON XL883N IRON, VIN:1HD4LE212HC420511, Denise Carlon appearing, by way of objection to the confirmation of Debtor's Chapter 13 Plan, and this Court having considered the representations of attorneys for the Secured Creditor and Marc C. Capone, Esq., attorney for Debtor, and for good cause having been shown;

It is **ORDERED**, **ADJUDGED** and **DECREED** that Secured Creditor's lien shall be paid in full through Debtor's Chapter 13 plan at an interest rate of 6.00% over 60 months; and

It is **FURTHER, ORDERED, ADJUDGED** and **DECREED** that the parties mutually agree on a value of \$8,294.91 for the subject vehicle; and

It is **FURTHER, ORDERED, ADJUDGED** and **DECREED** that the total due to Secured Creditor, including interest, shall be \$8,887.82, consisting of the agreed value of \$8,294.91 and \$592.91 in interest that will accrue during the course of Debtor's Chapter 13 plan over 48 months;

It is **FURTHER**, **ORDERED**, **ADJUDGED** and **DECREED** that if the length of Debtor's plan is adjusted, the interest due under the plan will increase or decrease accordingly, and this order is subject to amendment; and

It is **FURTHER**, **ORDERED**, **ADJUDGED** and **DECREED** that the Debtor shall maintain insurance on the vehicle in accordance with the terms of the loan documents during the entirety of this case and shall furnish proof of same annually and upon request;

It is **FURTHER**, **ORDERED**, **ADJUDGED** and **DECREED** that Harley-Davidson Credit Corporation's lien shall remain on the subject vehicle until Debtor has completed all plan payments and receives a discharge in this case; and

It is **FURTHER, ORDERED, ADJUDGED** and **DECREED** Harley-Davidson Credit Corporation's lien will only be released upon the Debtor's receipt of his discharge and completion of his Chapter 13 Plan. Any dismissal of the case or conversion to a Chapter 7 will result in a full reinstatement of the lien; and

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Debtor: Meghan J. Young and Ryan L. Young

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It is **FURTHER**, **ORDERED**, **ADJUDGED** and **DECREED** that the lien shall be released and extinguished upon the successful completion of the Debtor's Chapter 13 plan; and

It is **FURTHER**, **ORDERED**, **ADJUDGED** and **DECREED** that Harley-Davidson Credit Corporation shall file a release of the lien within 30 days of the date of the service of Debtor's discharge; and

It is **FURTHER, ORDERED, ADJUDGED** and **DECREED** that in the event Harley-Davidson Credit Corporation fails to discharge the mortgage within the prescribed period, the Debtor and/or Debtor's counsel may file a certified or exemplified copy of this order, along with a copy of the bankruptcy discharge order, which shall have the same force and effect of a discharge of lien; and

It is **FURTHER**, **ORDERED**, **ADJUDGED** and **DECREED** that Harley-Davidson Credit Corporation's objection to confirmation is hereby resolved.